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8 PRO UNLIMITED, INC.

9
10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 FRANCISCO RODRIGUEZ, on behalf of
13 himself and all others similarly situated,

14 Plaintiff,

15 v.

16 TWITTER, INC. and PRO UNLIMITED,
17 INC.,

18 Defendants.

CASE NO. 3:22-cv-7222-TLT

Assigned to The Honorable Trina L. Thompson

**JOINT STIPULATION TO FURTHER EXTEND
DEFENDANTS' TIME TO RESPOND TO
PLAINTIFF'S COMPLAINT**

WHEREAS, Plaintiff Francisco Rodriguez (“Plaintiff”) filed his Complaint on November 16, 2022;

WHEREAS, Plaintiff, Defendant Pro Unlimited, Inc., and Defendant Twitter, Inc. previously stipulated to extend Defendants’ deadline to respond to Plaintiff’s Complaint until December 27, 2022 [Dkt. 19.];

WHEREAS, Defendants previously stipulated that they will not solicit releases from putative class members as defined by Plaintiff in the Complaint [Dkt. 1] until January 11, 2023 [Dkt. 19];

WHEREAS, Plaintiff has agreed to further extend Defendants’ deadline to respond to Plaintiff’s Complaint until January 11, 2023;

WHEREAS, in exchange, Defendants have agreed that in the event that Defendants seek to obtain a release from a putative class member as to any of the claims (as alleged in the Complaint [Dkt. 1]) during the pendency of the above-entitled action (“Action”) as a putative class action, Defendants will provide the putative class member from whom such release is sought a written disclosure of the Action as attached hereto as Exhibit A.

WHEREAS, the extension of Defendants’ deadline to respond to Plaintiff’s Complaint until January 11, 2023 will not alter the date of any event or deadline already fixed by Court order;

NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the parties and their respective counsel, that Defendants deadline to respond to Plaintiff’s Complaint shall be January 11, 2023.

Dated: December 27, 2022 LICHTEN & LISS-RIORDAN, P.C.

By: /s/ Shannon Liss-Riordan
Shannon Liss-Riordan
Attorneys for Plaintiff
FRANCISCO RODRIGUEZ

Dated: December 27, 2022 MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Eric Meckley
Eric Meckley
Attorneys for Defendant
TWITTER, INC.

SIGNATURES CONTINUED ON NEXT PAGE

1 Dated: December 27, 2022

GREENBERG TRAURIG, LLP

2
3 By: /s/ Ashley Farrell Pickett
4 Ashley Farrell Pickett
5 Attorneys for Defendant
6 PRO UNLIMITED, INC.
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FILER ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), the filer attests that the concurrence in the filing of this document has been obtained from the stipulating parties.

Dated: December 27, 2022

GREENBERG TRAURIG, LLP

By: /s/ Ashley Farrell Pickett

Ashley Farrell Pickett
Attorneys for Defendant
PRO UNLIMITED, INC.

EXHIBIT A

Information Regarding Pending Lawsuit

As you are considering whether to sign this general release agreement, you should be aware of the following lawsuit filed by a former Magnit (f/k/a Pro Unlimited) employee who performed work for Twitter:

In *Rodriguez v. Twitter, Inc. et al.*, No. 4:22-cv-07222-TLT (N.D. Cal., filed Nov. 16, 2022) a former Magnit employee who performed work for Twitter has alleged claims for (1) violation of the federal WARN Act; (2) violation of the California WARN Act; and (3) failure to pay all wages and benefits under California law. This lawsuit primarily claims that Magnit and Twitter are joint employers and terminated workers without providing them required notice under the federal WARN Act and California WARN Act and failed to pay all wages and benefits at the time of termination under California law.

Plaintiff wants the court to certify this lawsuit as a class action. Magnit and Twitter deny the allegations and claims in this lawsuit and contend that they at all times acted lawfully with respect to Magnit's employees who performed work for Twitter, complied with all obligations under the federal WARN Act and California WARN Act, and paid all terminated employees in accord with California law. Magnit and Twitter also contend the claims in this lawsuit should not be resolved as a class action. The court has not decided any substantive issues in this lawsuit and has not made any rulings about whether the Plaintiff or Magnit and Twitter will prevail. The court also has not made any decisions about whether this lawsuit may proceed as a class action or whether the plaintiff or other employees may pursue their claim in court or are required to proceed individually in arbitration.

If you choose to sign a general release agreement, you will not be able to participate in any potential recovery that may be awarded in the *Rodriguez* lawsuit, and you will be releasing any claims you may have against Magnit and Twitter.

Plaintiff is represented by Shannon Liss-Riordan, Esq. and Thomas Fowler, Esq. of LICHTEN & LISS-RIORDAN, P.C., 729 Boylston Street, Suite 2000, Boston, MA 02116, (866) 534-0390 sliss@llrlaw.com, tfowler@llrlaw.com, twitterlawsuit@llrlaw.com, www.llrlaw.com.